

CHAPTER 11

Contractor Payments

What you will learn from this Chapter:

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- Importing a Pay Request
- Approving Requested Earnings
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CHAPTER 11: Contractor Payments

Overview



This chapter furnishes instructions for processing construction contractor payments.

Progress payments allow you to track all the aspects of making payments on the contract. The Contractor submits a request for payment by **Pay Activities**. The request can either be for a specific dollar amount, or for a percentage of the pay activity amount or quantity. The Government Representative reviews the Contractor's request, checks for any outstanding requirements and determines what the allowed amount will be (again, using either specific dollars or a percentage). Retained percentages are also taken into consideration.

In accordance with Contract Clause, "*Prompt Payment for Construction Contracts*", the Prompt Payment Act (PPA) (this is a Public Law 100-496 and has been in effect since April 1, 1989), payments are required to be made within 14 calendar days of receipt of a proper invoice. When accepting the pay request from the Contractor, **MAKE SURE** it is accompanied by a "**certification**" as specified in the contract. The office receiving the payment request is obligated to ensure that it is correct and, if not, return it to the Contractor within 7 calendar days, otherwise it will be assumed to be correct and interest will be paid if a late payment takes place. You should always date-stamp the invoice when it is received, otherwise, the 14-day clock starts on the invoice date.

Progress Payment can be located under the heading **Finances**.

Payment No.	From	To	Earned This Period	Earnings to Date	Paid to Date
0001	09/08/2000	10/01/2000	\$130,950.00	\$130,050.00	\$117,220.00
0002	10/02/2000	10/18/2000	\$84,000.00	\$214,050.00	\$204,220.00
0003	10/19/2000	10/18/2000	\$89,000.00	\$199,050.00	\$186,220.00



Prior to making any progress payment, you should verify that all finances are properly balanced, including CLIN's and Contractor Activities.

The initial input for payments comes from the Contractor in the form of a pay request. This request can be submitted on paper or on disk from the RMS-QC module. The remaining input comes from the review accomplished by the responsible Government Representative.

FAR Requirements Regarding Prompt Payment

- The “designated billing office” is defined as the office or person designated in the contract to first receive the contractor’s invoice or request for payment. In most cases, this will be the Area, Resident or Project Office that is administrating the construction contract.
- A “proper invoice” is defined by FAR clause 52.232-27(a)(2) and must include, among other items, “substantiation” of the amounts requested and “certification” in accordance with the requirements of clause 52.232-5. Payment will not be made without contractor substantiation of the amounts requested and certification that previous amounts were expended in accordance with the contract, subcontractors and suppliers have been paid from previous payments and will be paid promptly from the payment requested, and that the prime contractor’s payment request does not include any amounts to be withheld or retained from a subcontractor. The certification must appear exactly as stated in the aforementioned clause and be fully executed by the contractor. The degree of substantiation required will depend upon the type of work involved and will be left to the discretion of the Contracting Officer. In most cases, however, an update of the approved contract price breakdown indicating itemized completion percentages that were established by mutual agreement between government and contractor project personnel would constitute substantiation of work-in-place.
- If an invoice is found to be improper or defective, as defined by 52.232-27(a)(2), the contractor must be notified of the defect within 7 days after receipt of the invoice. It is recommended that the initial notification be placed telephonically (see clause 52.232-27(a)(2)(vii) and then confirmed in writing. The “clock” is effectively stopped upon notification of the defect and the whole process starts over with the resubmission of the corrected invoice. Disagreement between the Government and the Contractor over the payment amount, issues of contract compliance or retainage does not form the basis for finding the invoice to be defective and requiring resubmission. However, since clause 52.232-27(a)(4)(iv) states that “Interest penalties are not required on payment delays due to disagreement...” it is imperative that the ENG Form 93 be annotated to document the delay and alert the designated payment office not to pay interest during the delay period.
- If the Government takes longer than 7 days to notify the contractor of an invoice defect, the subsequent payment period for processing the corrected invoice is shortened by the number of days that the Government exceeded the 7 day requirement (e.g., if the specified due date is 14 days after receipt, and the Government takes 10 days to notify the Contractor of a defect, payment of the corrected invoice is due 11 days after receipt).
- The due date for progress payments shall be 14 days after receipt of a proper payment request. This requirement is contained in P.L. 100—496 and is not subject to negotiation. The FAC (Federal Acquisition Circular 84-45) does provide for making a determination as to a contract or class of contracts and specifying, in the solicitation, “a period longer than 14 days if required to afford the Government a practicable opportunity to adequately inspect the work and to determine the adequacy of the contractor’s performance...” The Office of Management and Budget (OMB) Circular A-125 states that, “extended payment periods would not be appropriate... for the mere convenience of government employees, or to avoid any possibility of making late payment.” In order to carry out the Congressional intent, determinations to specify longer payment periods



shall be made by the Contracting Officer and shall be documented by written justification in the contract file. Current feedback from the field indicated that where ENG Form 93's are transmitted electronically to the payment office, the "50 percent rule" (in the payment office by close of business on the day that represents half the pay period, or in this case, the 7th day) could usually be met. (Using CEFMS greatly improves this process.)

- The release of retained amounts shall be based on the Contracting Officer's determination that satisfactory progress has been made. Payment is due within 30 days, or other specified period, after release is approved.
- On final payments, we don't have the latitude of specifying a longer payment period. Payment is due either the 30th day after receipt of the invoice or the 30th day after Government acceptance of the work, whichever is later. Where final payment is subject to settlement actions (e.g., release of claims), acceptance is deemed to have occurred the effective date of settlement. The final payment requirements represented the greatest departure from our practices and necessitated some administrative innovation on the part of all parties involved. We need to look at things like advance actions on contractor performance ratings, labor and property clearances and the use of "shotgun" coordination when processing final payments.
- If a contractor is overpaid (his performance is later found not in conformance with the contract specifications or he has held retainage from a subcontractor and was paid the full amount), the Government is entitled to interest, and the interest must be deducted from the next available payment to the contractor. Although Clause 52.232-5(d) predicates such action upon the contractor's discovery of the "*unearned amount*", there may be instances where it is necessary for the Government to provide information for discovery.
- Another major revision is the addition of some very detailed provision applying to the payment of subcontractors. The highlights are:
 - (1) The provisions flow down to subcontractors and suppliers at all tiers. The prime contractor must include a contract clause requiring each of its subcontractors to flow down these same requirements to each of their subcontractors.
 - (2) Contractors and subcontractors must pay their subcontractors within 7 days of receipt of their respective payment. They may not specify longer payment periods in their subcontracts.
 - (3) Contractors and subcontractors must pay interest to their subcontractors for payments made after the due date (7th day).
 - (4) Interest that the contractor pays a subcontractor cannot be charged to the Government.
 - (5) The Contracting Officer must be provided copies of retainage and withholding notices issued to subcontractors.
- While the sections on payments to subcontractors constitutes a large portion of Clause 52.232-27, the Congress did not indicate it intended to place the Government in an enforcement role between the prime and subcontractor on payment issues. Although the requirements to provide the Contracting Officer with copies of correspondence to subcontractors may indicate deeper involvement, the Office of the Chief Counsel has confirmed that neither OMB Circular A-125 nor the FAR requires us to monitor and enforce activities between the prime and subcontractor as identified in subparagraphs (d) (e) (f) and (g) of Clause 52.232.27. Compliance with subparagraph (c) will be

implemented through a mechanism similar to the Statement and Acknowledgment Form used in the labor provisions.

Progress Payment Selection – Adding a Pay Period

The Progress Payment screen, as shown above, is used to review and /or add pay periods. The process for making payments is a logical one and should be easily understood.

You begin the process by pushing the **Add** button at the top of the screen. If a payment already exists, you can also **Edit** it from this location.

When you push the **Add** button to add a new pay period, RMS will automatically add the next Pay Estimate number. You will need to enter the dates of the pay period (From and Thru). You are able to review the previous pay periods, however, you can only review and/or edit the **CURRENT** pay estimate.

It is important that the dates inserted in the **Invoice Dated** and **Received** blocks are accurately entered. This will determine the Interest accruing period if appropriate.

Finances - Progress Payments

Payest No	From	Thru	Earnings This Period	Earnings to Date	Paid to Date
0001	09/06/2000	10/01/2000	\$130,050.00	\$130,050.00	\$117,220.00
0002	10/02/2000	10/16/2000	\$84,000.00	\$214,050.00	\$201,220.00
0003	10/16/2000	10/16/2000	\$83,000.00	\$199,050.00	\$186,220.00

Progress Payment

Pay Estimate No: 0003 Pay Period From: 10/16/2000 Thru: 10/16/2000

Payment Terms: 14 Days Invoice Dated: 10/16/2000 Received: 10/16/2000

☐ Final Payment

	Previous Amount	This Period	Total to Date
Total Earnings	\$130,050.00	\$83,000.00	\$199,050.00
Retainage Amount	\$12,830.00	\$0.00	\$12,830.00
Other Deductions	\$0.00	\$0.00	\$0.00
Retainage Refund	\$0.00	\$0.00	\$0.00
Other Deductions Refund	\$0.00	\$0.00	\$0.00
Liquidated Damages	\$0.00	\$0.00	\$0.00
Payment to Contractor	\$117,220.00	\$83,000.00	\$199,050.00

Payment Status

☒ Requested Earnings
☒ Allowed Earnings
☒ ENG Form 93
☒ Payment to CEEMS

ENG Form 93 - Completed ☐ Yes ☒ No

Current payment will be saved as official version - payment will not recompute. This must be checked prior to printing ENG93 or sending to CEEMS.

The Payment Terms are usually 14 days for Progress Payments, 30 days for Final Payment and 30 days for many other types of contracts or Task/Delivery Orders.

The next step is to enter the Contractors' **Requested Earnings** by pushing the button on the left of the screen.

Contractor Requested Earnings

Within the Corps of Engineers, the Resident or Project Engineer will typically approve all progress payment estimates (COR Authority required). Payments to the contractor and payment frequency are set forth in the "Payments Under Fixed Price Construction Contracts", or an equivalent clause of the contract. Frequency of payment is usually specified as monthly, but the pay period date should be mutually agreed upon by the appropriate Government and Contractor person. If possible, pay days for various contracts should be spread out over the month.

Progress payments to the Contractor are based on the value of acceptable work the Contractor has placed from one pay period to the next. That is, a Contractor is paid according to the percentage or quantity of work that has been satisfactorily completed, or partially completed as the case may be. Preferably, agreement is obtained with the Contractor on progressive earnings through consultation prior to preparing the partial pay estimate. The Contractor's breakdown of the payment estimate should be compared to the appropriate line-item pay item in the NAS.

Historically, partial pay estimates have been prepared on ENG Form 93, which RMS still uses, but is not actually required to make payment from CEFMS. Many offices continue to obtain the Contractors' signature on the ENG Form 93 for record purposes. Estimates are numbered consecutively and submitted for each pay period in which earnings accrue throughout the life of the contract, with the last estimate marked "final." If no money is earned during a pay period, that period is included in the next pay period in which earnings accrue. The date on the estimate is the inclusive period covered by this estimate. The estimate must be arithmetically correct. The Contractor or authorized representative should sign the original before forwarding the final estimate for payment to the District. The Contractor does not have to agree with the amount being paid. When a NAS is used, it should provide the supporting data for interim pay estimates. When there is an unreconciled disagreement in the amount of contractor earnings, the Government advises the Contractor of the differences and makes the payment in any case. The Contractor could submit, in writing, its position in accordance with the "Disputes" clause of the contract. You should ensure that the reasons and facts of the disagreement are well documented within the contract file in case a claim is actually pursued by the Contractor.

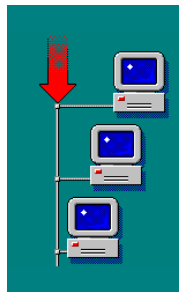
Contractor Requested Earnings - 10162000 New Contract

Find Close

Activity No	Description	Total Quantity		Total Amount	Requested Qty	Req %	Requested Amount
0001	Basic Contract	1.0000	LS	\$1,500,000.00	0.5000	50	\$750,000.00
0002	Landscaping	1.0000	LS	\$200,000.00	0.0300	0	\$6,000.00
0003	Apron	60,000.0000	CY	\$300,000.00	18,000.0000	10	\$90,000.00
0005	Eric's new one	1.0000	LS	\$4,000.00	0.0000	0	\$0.00
112-111	Porch	1.0000	LS	\$3,500.00	0.5000	50	\$1,750.00

Import Pay Request Requested Earnings Entered - Completed ☒ Yes Total Requested \$847,750.00

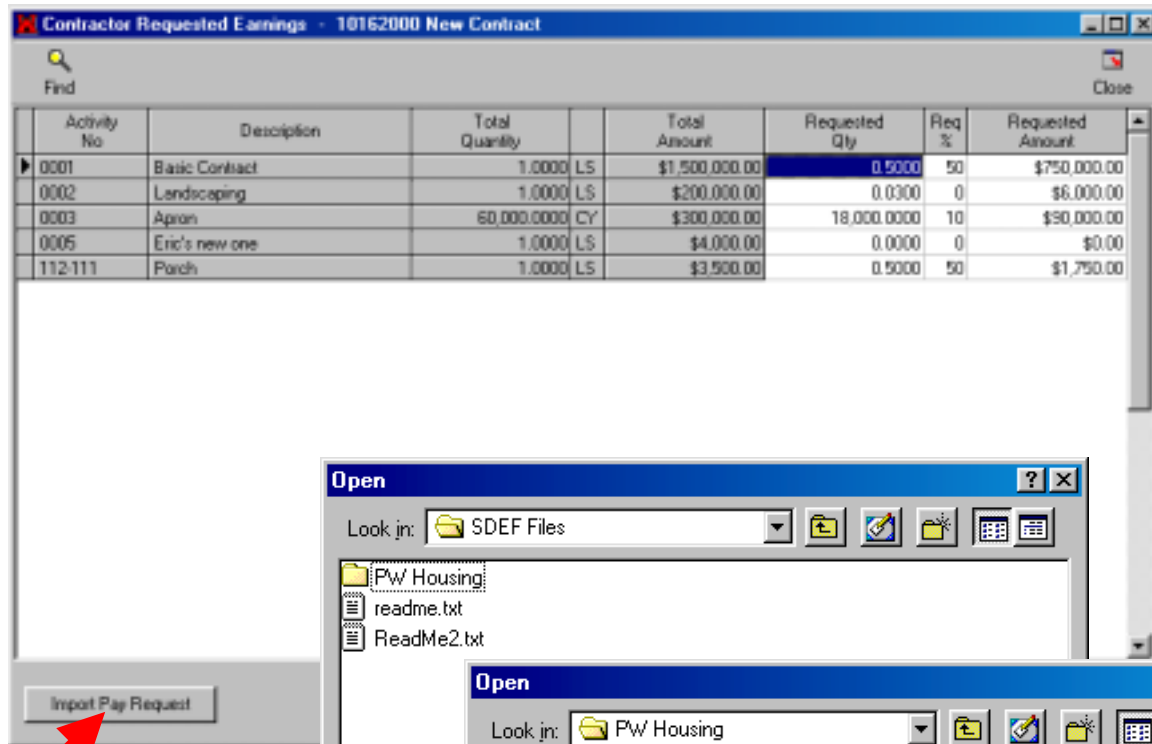
The easiest way to process the Contractor's Pay Request is to **IMPORT** the request from his scheduling package (NAS) via the SDEF process. This method can be selected via the **Import Pay Request** button on the bottom of the screen



You can also manually enter the requested amounts for contracts that do not use a scheduling package. If done manually, the **Total Requested** amount is reflected at the bottom of the screen as you enter the individual amounts.

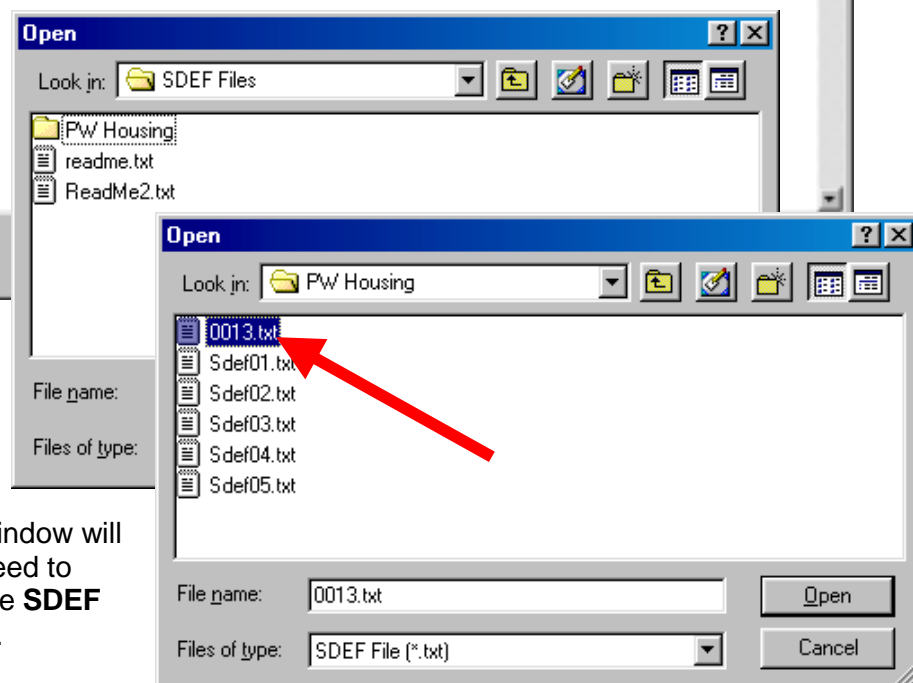
After the contractor's requested amounts are entered, indicate you are completed entering the Contractor's Pay Request by entering a checkmark in the **Completed** box at the bottom of the window. This action will produce a **green check** on the main payment screen indicating the completed action.

Importing the Pay Request from the Contractor



Push the Import Pay Request button to begin the import process.

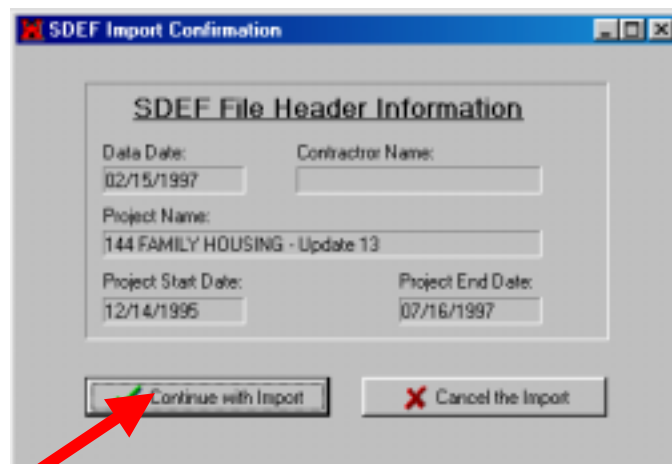
A windows explorer window will appear and you will need to locate and highlight the **SDEF** file you wish to import.



A confirmation screen will appear that shows the detail of the SDEF import file.



Verify you have selected the correct contract. RMS will import ANY SDEF file into your contract and will overwrite data. It is not an easy chore to delete sometimes thousands of activities due to choosing the incorrect file.



If you are SURE, push the **Continue with Import** button and RMS will complete the import. Push the **Close** button after you have checked the Completed box at the bottom of the screen.

Contractor Requested Earnings - 1016/2000 New Contract

Activity No.	Description	Total Quantity	Total Amount	Requested Qty	Req %	Requested Amount
0001	Basic Contract	1.0000 LS	\$1,500,000.00	0.5000	50	\$750,000.00
0002	Laboring	1.0000 LS	\$300,000.00	0.0000	0	\$0.00
0003	Apex	60,000,000 CY	\$300,000.00	18,000,000	30	\$54,000.00
0005	Exc's new rate	1.0000 LS	\$4,000.00	0.0000	0	\$0.00
112111	Pave	1.0000 LS	\$3,500.00	0.5000	50	\$1,750.00

Buttons: Input Pay Request, Requested Earnings Entered - Completed ☒ Yes, Total Requested: \$847,750.00

Contractor Allowed Earnings

Following manual entry, or electronic import of the Contractor's Pay Request, the Government reviews the requested amounts and makes a determination as to how much the Contractor will be paid for each activity on which payment has been requested. Push the **Allowed Earnings** button to begin this process.

Progress Payment

Pay Estimate No: 0003 Pay Period From: 10/19/2000 Thu 10/18/2000

Payment Terms: 14 Days Invoice Dated: 10/18/2000 Received: 10/18/2000

☐ Final Payment

	Previous Amount	This Period	Total to Date
Total Earnings	\$130,050.00	\$69,000.00	\$199,050.00
Retainage Amount	\$12,830.00	\$0.00	\$12,830.00
Other Deductions	\$0.00	\$0.00	\$0.00
Retainage Refund	\$0.00	\$0.00	\$0.00
Other Deductions Refund	\$0.00	\$0.00	\$0.00
Liquidated Damages	\$0.00	\$0.00	\$0.00
Payment to Contractor	\$117,220.00	\$69,000.00	\$186,220.00

Payment Status

☒ Requested Earnings
☒ Allowed Earnings
☐ ENG Form 93
☒ Payment to CEFMS

ENG Form 93 - Completed ☐ Yes Current payment will be saved as official version - payment will not recompute. This must be checked prior to printing ENG93 or sending to CEFMS

Enter the amount allowed to be processed for the Contractor on this screen. Consider all facets of the Contractor's request. Always keep in mind that you are paying for satisfactorily

completed, or partially completed activities. Payment is made on individual pay activities, not the lump sum amount of the contract.

Are you aware that you are not obligated by the FAR to extend payments on partially completed Activities? You may be required to make partial payments on the contract, but not necessarily on a partially completed activity. It may be your practice or policy to pay on partially completed activities, but many offices and Agencies, such as the Department of the Navy, pay only for Activities that are 100% completed. This relieves a tremendous burden from the Government. The Pay Estimate worksheet can be printed and, if all areas of RMS are faithfully utilized, any outstanding item on an individual Activity will be listed. If there are any items outstanding, it would not be considered 100% complete, therefore no payment would be made for that incomplete Activity.

Payment for Unincorporated Materials

The contractor may be paid for materials onsite which have not been incorporated into the construction, if an invoice is provided with the pay estimate request. Material stored offsite may be included for payment only when the specific authority is provided. Payment for materials stored offsite is made against the contractor's furnishing of paid invoices. Only then does the Government have title to the material. Payment is made only on approved material to be incorporated in the job which is properly stored and protected. Care is taken to deduct the cost of the material previously paid for as such. When a NAS is used, work activities may be broken down into material delivered and materials installed to permit easier control for payment purposes and to eliminate double bookkeeping, and the necessity of invoices to support payment for materials.

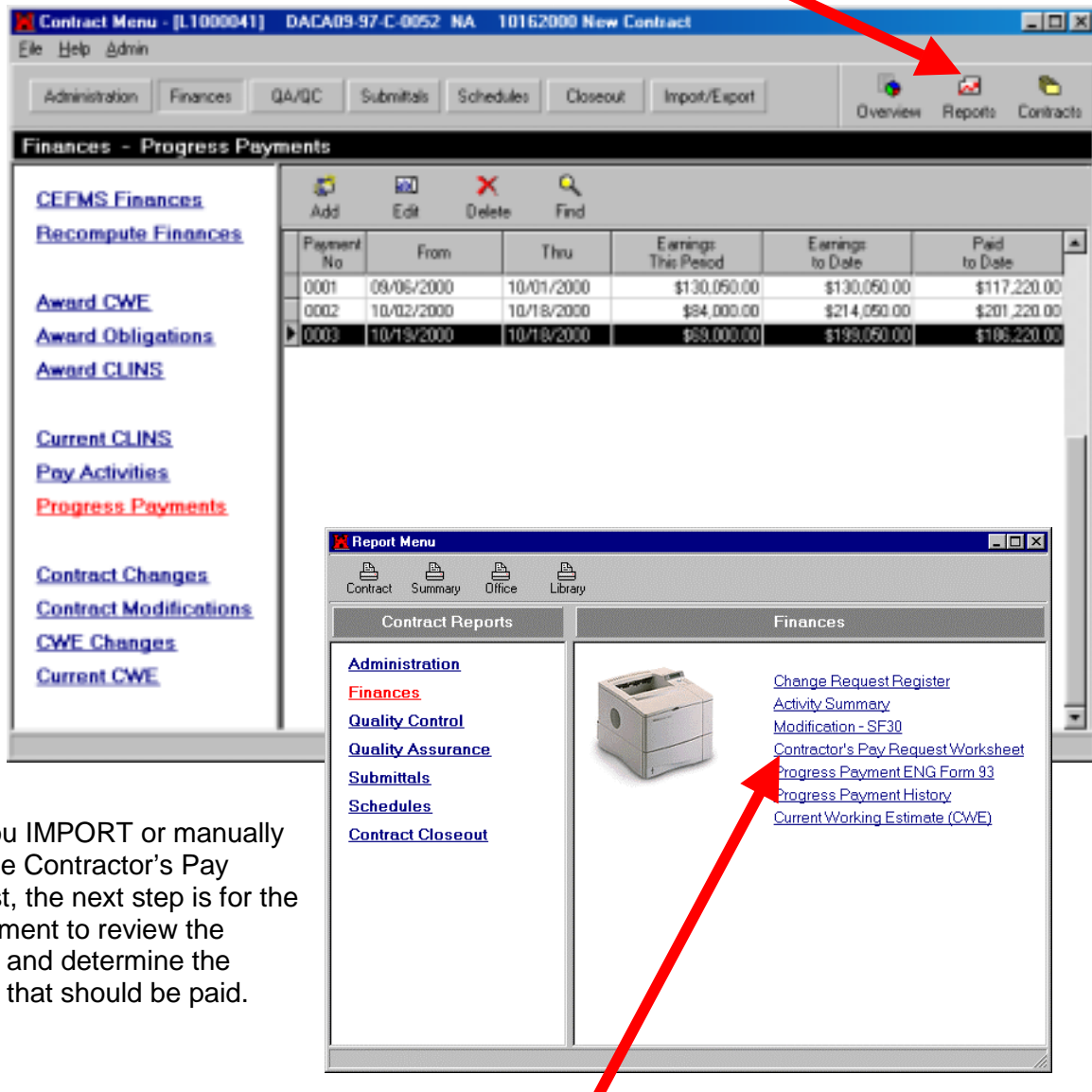
Retainage Procedures

Retainage is deducted in accordance with the provisions of the payments clause. If the performance date covered by the estimate extends beyond the established contract completion date as modified, liquidated or actual damages are deducted in accordance with the terms of the contract. Liquidated damages are not withheld from monies due the contractor merely because a formal modification was not issued. Should such a situation arise, the Contracting Officer Representative attaches a statement of facts to the payment estimate form. Where liquidated damages are not stipulated by the contract, and it has been determined by the Contracting Officer that there are no actual damages due to delays in the work for which the contractor should be held liable, the following statement is submitted with the estimate: "No damage to the Government occurred as a result of delay in completion of the contract." A statement of facts is attached to justify having no requirements for assessment of damages. When a contractor is lagging behind schedule, when deficiencies or controversy exists over the amount of additional time that is excusable, enough pay is held back to cover all possible liquidated or actual damages or corrective work. The Contracting Officer possesses and may exercise the right to withhold monies for operation/maintenance manual submittals, defective workmanship, wage rate violations, failure to correct deficiencies, unsafe conditions, and poor administration of the contract. However, funds withheld will not exceed the value of the disputed items.

Pay Estimate Worksheet (Gig Sheet)

Each pay period a Contractor's Pay Request (aka, Gig Sheet) can be printed from the Reports menu. This sheet shows the total amount for each activity, what has already been paid and any outstanding items that might impede or impact the amount the Contractor requested. The pay request can be recorded on this sheet with either the dollar (or Yen, or Won, etc.) amounts, quantity, or percentage for the work completed on each activity. That information is then entered through this menu option. The information can also be entered electronically from the RMS-QC module, or from any other paper document you may be using.

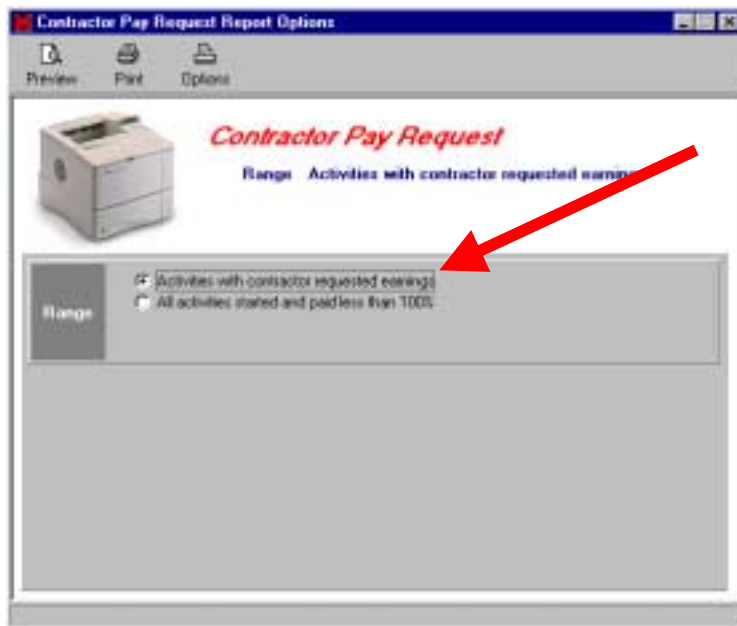
The **Pay Estimate Worksheet** is accessed from the **Reports** menu.



After you IMPORT or manually enter the Contractor's Pay Request, the next step is for the Government to review the request and determine the amount that should be paid.

It is strongly recommended that you print out a **"Contractor's Pay Request Worksheet"** from the Report Explorer prior to making a final determination as to how much the Contractor will be paid on completed or partially completed Activities.

The worksheet report will give you a detailed listing of all items that are outstanding and/or delinquent on a given Activity. For example, if the Contractor is missing payrolls or insurance the report will list them. Or, if items have not been reported started or if deficiencies are listed for the Activity, they will also be listed.



You can print the report **“All Activities started and paid less than 100%”**. For a much shorter list, that will include only the Activities for which payment is requested, choose the report **“Activities with contractor requested earnings”**.

The Contractor will also be able to print out this worksheet from the Contractor's QC Module prior to requesting payment. This can be very beneficial for the Contractor, as he will have the opportunity to correct listed items prior to submitting his request to the Government.

Sample Pay Request Worksheet

RMS Print Preview
Contractor Pay Request No. 0001
Page 1 of 1
Print Options

Contractor Pay Request No. 0001
17 Jan 2000
1. Landfill Expansion
SACARB-ST-C-0012
Request Received Date: 05/02/1999

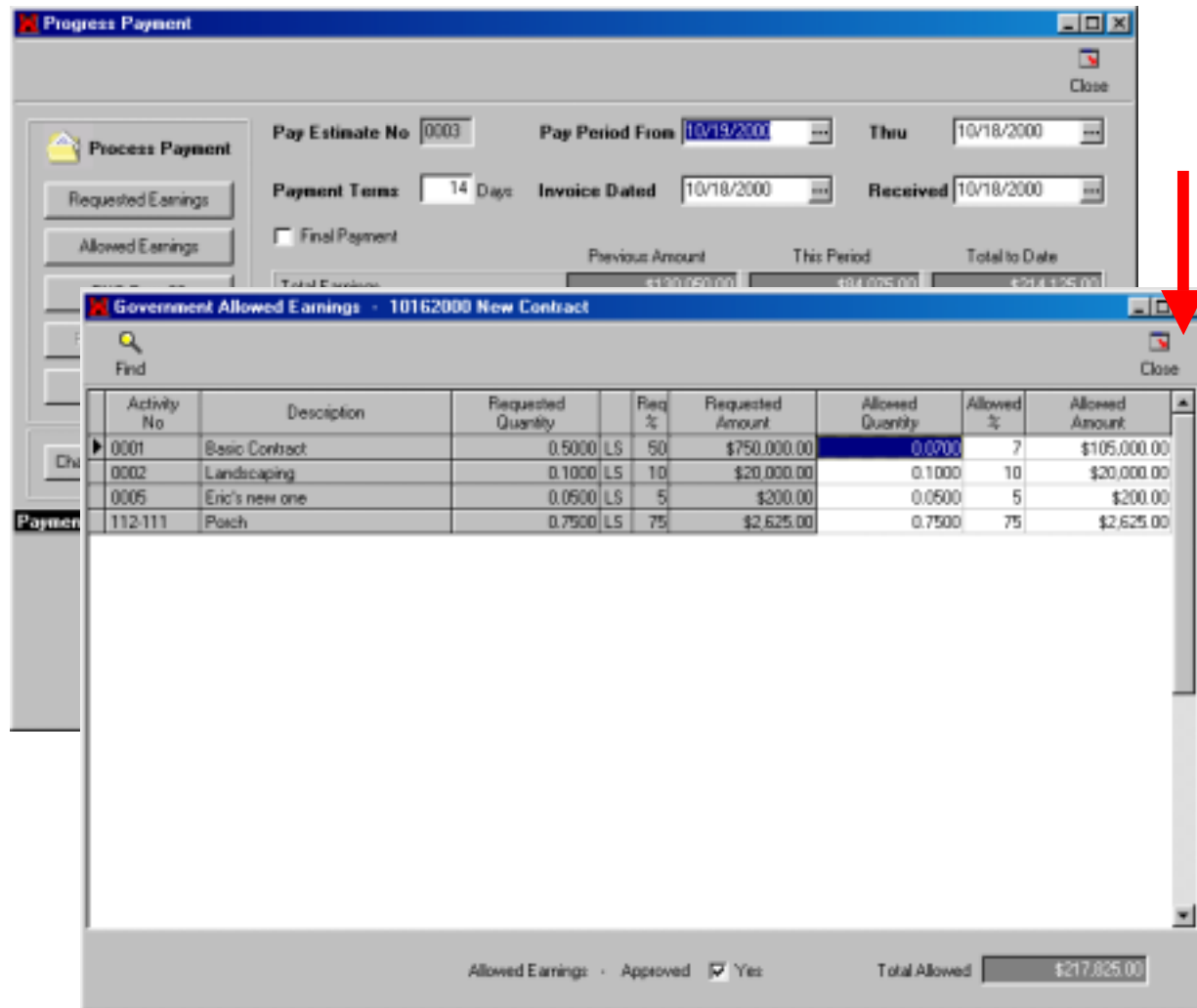
Activity Number	Description	Total Amount	Previous Paid	Requested	Allowed
0001	New Activity Subcontractor: DOD Auto Insurance Expense (05/02/1999) General Insurance Expense (05/02/1999) Workers Insurance Expense (05/02/1999) OFFSITE ELECTRICAL - Initial and Preparatory inspections not performed	21,100.00 SF	0.00 SF	0,000.00 SF	0 SF
0002	Excavation to Embankment of South Face Contractor: Donald Duck Contracting Subcontractor: Donald Duck Contracting Auto, General, Workers Insurance not submitted SF Form 1413 Statement and Acknowledgment Document not submitted GC Test Government: Submittal 00310 #2 - CATALOG CUT - CONCRETE CURB&GUT DATA QA Test	200,000.00 SF	200,000.00 SF	0,000.00 SF	0 SF
0003	Scan & Reconstruct Landfill Contractor: Donald Duck Contracting Subcontractor: Donald Duck Contracting Auto, General, Workers Insurance not submitted SF Form 1413 Statement and Acknowledgment Document not submitted Activity not reported started GC Comment: 0003 - Wrecking Trac. Need to haul garbage out of area	10,000.00 SF	0.00 SF	0,000.00 SF	0 SF
0004	Install GCL, Integrate Monitor Contractor: Not assigned to this activity Subcontractor: LANDFILL LINER Initial and Preparatory inspections not performed	100,000.00 CV	1,000.00 CV	10,000.00 CV	0 CV
0005	12-Inch Sand Drainage Layer Contractor: Donald Duck Contracting Subcontractor: Donald Duck Contracting Auto, General, Workers Insurance not submitted SF Form 1413 Statement and Acknowledgment Document not submitted Activity not reported started LEACHATE COLLECT GC Test Government: QA Test	11,000.00 CV	0,700.00 CV	0.00 CV	0 CV

Allowed Earnings

After you have reviewed any outstanding items for the Activities for which payment is requested, you can make the adjustments to any requested amounts by pushing the **Allowed Earnings** button.

Only the Activities on which the Contractor has requested payment will be reflected on this screen. If adjustments are required, make them accordingly and then check the **Approved** box on the bottom of the screen and push the **Close** button.





Progress Payment

Pay Estimate No: 0003 Pay Period From: 10/18/2000 Thru: 10/18/2000

Payment Terms: 14 Days Invoice Dated: 10/18/2000 Received: 10/18/2000

☐ Final Payment

Previous Amount: \$120,000.00 This Period: \$10,000.00 Total to Date: \$130,000.00

Total Earnings: \$130,000.00

Government Allowed Earnings - 10162000 New Contract

Activity No	Description	Requested Quantity	Req %	Requested Amount	Allowed Quantity	Allowed %	Allowed Amount
0001	Basic Contract	0.5000 LS	50	\$750,000.00	0.0000	7	\$105,000.00
0002	Landscaping	0.1000 LS	10	\$20,000.00	0.1000	10	\$20,000.00
0005	Eric's new one	0.0500 LS	5	\$200.00	0.0500	5	\$200.00
112-111	Porch	0.7500 LS	75	\$2,625.00	0.7500	75	\$2,625.00

Allowed Earnings: Approved ☒ Yes Total Allowed: \$217,825.00

Changing the **Allowed Quantity**, **Allowed %**, or **Allowed Amount** that was requested by the Contractor will then make the required adjustments.

When you have completed this screen, check the “**Approved**” box at the bottom of the window.

When you have completed the **Allowed Earnings**, the next step is to complete the action by choosing the **ENG Form 93** button.

Payments and Deductions

The next step is to determine if withholdings will be taken or refunded for this reporting period and to review other pertinent details on the ENG Form 93. Push the ENG Form 93 button to begin.

You are then presented with a screen listing of each of the **Obligation Line Items** for this contract. You are shown the payments and deductions on each of the Line Items.

The screenshot displays two overlapping windows from the RMS software. The top window, titled 'Progress Payment', contains fields for 'Pay Estimate No' (0003), 'Pay Period From' (10/19/2000), 'Thru' (10/18/2000), 'Payment Terms' (14 Days), 'Invoice Dated' (10/18/2000), and 'Received' (10/18/2000). It also has a 'Final Payment' checkbox and a summary table:

	Previous Amount	This Period	Total to Date
Total Earnings:	\$130,050.00	\$69,000.00	\$199,050.00
Retainage Amount:	\$12,830.00	\$0.00	\$12,830.00

The bottom window, titled 'RMS - 10162000 New Contract', features an 'Edit' button at the top left. Below it is a table with columns: Line Item, Description, Earnings To Date, Retainage To Date, Other Deductions To Date, Liq. Damages To Date, and Paid To Date. The first row shows:

Line Item	Description	Earnings To Date	Retainage To Date	Other Deductions To Date	Liq. Damages To Date	Paid To Date
0001	CEMIS L. VERSION	\$214,125.00	\$12,830.00	\$0.00	\$0.00	\$201,295.00

Below the table is another 'Final Payment' checkbox and a 'Total to Date' summary:

	Total to Date
Earnings	\$214,125.00
Retainage	\$12,830.00
Other Deductions	\$0.00
Liq. Damages	\$0.00
Paid	\$201,295.00

At the bottom of the 'RMS - 10162000 New Contract' window is an 'ENG Form 93 Remarks' section with an 'Edit' button. The bottom of the window contains fields for 'Payment Prepared By' (Name: Haskell L. Barker, Title: Administrative Contracting Officer) and 'Payment Approved By' (Name: Haskell L. Barker, Title: Resident Engineer).

You are also able to post any **Remarks** that you want on the **ENG 93**, and select the **Name** and **Title** of the **Preparer** and **Approver** of the payment request.

Push **Edit** at the top of the screen to begin adjustments on **Earnings and Withholdings**.

If you desire to track **Stored Materials** that are included as part of the Contractor's Activities, and wish not to reflect that amount as a part of "*percent progress*", then enter such amount at the top of the screen.

Earnings/Withholdings for Obligation Line Item - 0001		TOTAL TO DATE
Estimated value of stored materials included in Total Allowed Activity Earnings	200.00	Total Allowed Activity Earnings: \$217,825.00
Additional Earnings not included in Total Allowed Activity Earnings	Additional Stored Material not included in Activity Earnings	\$200.00
	Preparatory Work not included in Activity Earnings	\$100.00
	Performance and Payment Bond not included in Activity Earnings	\$1,000.00
	Subcontractor deductions held by Prime Contractor	\$5,000.00
	Sum of Earnings to Date	\$214,125.00
	Government Adjustment +/-	\$0.00
	Total Allowed Earnings to Date	\$214,125.00
	Amount Ordered in CEFMS	\$2,711,171.40
14. PREVIOUS RETAINED PERCENTAGE		\$12,800.00
PREVIOUS OTHER DEDUCTIONS		\$0.00
PREVIOUS LIQUIDATED DAMAGES		\$0.00
PREVIOUS PAYMENTS		\$201,220.00
PREVIOUS EARNINGS		\$214,050.00
EARNINGS THIS PERIOD		\$75.00
LESS RETAINED PERCENTAGE	0 %	\$0.00
LESS OTHER DEDUCTION		\$0.00
TOTAL DEDUCTIONS THIS PERIOD		\$0.00
RETAINAGE REFUNDED		\$0.00
OTHER REFUNDS		\$0.00
TOTAL REFUNDS THIS PERIOD		\$0.00
LIQUIDATED DAMAGE		\$0.00
AMOUNT DUE CONTRACTOR -		\$75.00

The second section of the screen is for making payments to the Contractor for items *outside of* (not included with) the Contract Activities. The FAR permits this in the areas listed. The amount shown here will be included in the accrual amount for upward reporting.

Earnings/Withholdings for Obligation Line Item - 0001		TOTAL TO DATE
Estimated value of stored materials included in Total Allowed Activity Earnings	200.00	Total Allowed Activity Earnings: \$217,825.00
Additional Earnings not included in Total Allowed Activity Earnings	Additional Stored Material not included in Activity Earnings	\$200.00
	Preparatory Work not included in Activity Earnings	\$100.00
	Performance and Payment Bond not included in Activity Earnings	\$1,000.00
	Subcontractor deductions held by Prime Contractor	\$5,000.00
	Sum of Earnings to Date	\$214,125.00
	Government Adjustment +/-	\$0.00
	Total Allowed Earnings to Date	\$214,125.00
	Amount Ordered in CEFMS	\$2,711,171.40
14. PREVIOUS RETAINED PERCENTAGE		\$12,800.00
PREVIOUS OTHER DEDUCTIONS		\$0.00
PREVIOUS LIQUIDATED DAMAGES		\$0.00
PREVIOUS PAYMENTS		\$201,220.00
PREVIOUS EARNINGS		\$214,050.00
EARNINGS THIS PERIOD		\$75.00
LESS RETAINED PERCENTAGE	0 %	\$0.00
LESS OTHER DEDUCTION		\$0.00
TOTAL DEDUCTIONS THIS PERIOD		\$0.00
RETAINAGE REFUNDED		\$0.00
OTHER REFUNDS		\$0.00
TOTAL REFUNDS THIS PERIOD		\$0.00
LIQUIDATED DAMAGE		\$0.00
AMOUNT DUE CONTRACTOR -		\$75.00

The amount shown for **Subcontractor Deductions held by Prime Contractor** (usually a negative number) WILL NOT be included in your accrual and, therefore, you may chose to reflect this as **Other Deductions** in the lower part of the form.

If you have *multiple* Obligation Line Items for the contract you can make use of the **Government Adjustment +/-** by choosing to make payments out of one and excluding the other. For example, you enter a negative number in one and a positive number in the second. This may be useful to use up one fund source before the other one.

CAUTION
WATCH YOUR STEP

You will need to complete this screen for EACH of the Obligation Line Items of the Contract.

If this is the **Final Payment**, a box is provided to indicate that it is and the **ENG Form 93** will be so annotated.

The **Remarks** area would also include your standard “**Final Payment**” verbiage, in accordance with your District’s policy.

Line Item	Description	Earnings To Date	Retainage To Date	Other Deductions To Date	Liq. Damages To Date	Paid To Date
0001	COEMIS CONVERSION	\$214,125.00	\$12,830.00	\$0.00	\$0.00	\$201,295.00

☐ Final Payment

Total to Date: Earnings To Date: \$214,125.00 Retainage To Date: \$12,830.00 Other Deductions To Date: \$0.00 Liq. Damages To Date: \$0.00 Paid To Date: \$201,295.00

ENG Form 93 Remarks

Payment Prepared By: Name: Haskell L. Barker Title: Administrative Contracting Officer

Payment Approved By: Name: Haskell L. Barker Title: Resident Engineer

When all entries are completed push the Close button.

Check the **Completed** box at the bottom of this screen to proceed to printing the ENG Form 93. When the box is checked the first three selections will gray out and the **Print ENG Form 93** and **Send to CEFMS** button will highlight. When that occurs, push the **Print ENG Form 93** button.

Progress Payment

Process Payment

Requested Earnings
Allowed Earnings
ENG Form 93
Print ENG Form 93
Send to CEFMS
Change Payment Priority

Pay Estimate No: 0003 Pay Period From: 02/03/1999 Thru: 04/15/1999

Payment Terms: 14 Days Invoice Dated: 04/15/1999 Received: 04/15/1999

☐ Final Payment

	Previous Amount	This Period	Total to Date
Total Earnings	\$455,867.14	\$296,200.00	\$752,067.14
Retainage Amount	\$0.00	\$0.00	\$0.00
Other Deductions	\$0.00	\$0.00	\$0.00
Retainage Refund	\$0.00	\$0.00	\$0.00
Other Deductions Refund	\$0.00	\$0.00	\$0.00
Liquidated Damages	\$0.00	\$0.00	\$0.00
Payment to Contractor	\$455,867.14	\$296,200.00	\$752,067.14

Payment Status

☒ Requested Earnings
☒ Allowed Earnings
☐ ENG Form 93
☒ Payment to CEFMS

ENG Form 93 - Completed ☐ Yes Current payment will be saved as official version - payment will not recompute. This must be checked prior to printing ENG93 or sending to CEFMS

The ENG Form 93 can be previewed and printed from this screen. You can also export the form to MS Word © or to HTML format by pushing the Export button.

ENG Form 93

Print Export

Report Export Options

Report Name: ENG Form 93

Save To Path: c:\

☒ Export to Word
☐ Export to HTML

OK Cancel

ENG Form 93

1. CONTRACTOR'S ADDRESS: 121 Evergreen Way, Phoenix, AZ 85003

2. CONTRACT NO: 04-004-071-0-0000 04

3. APPROXIMATE PROJECT DATE: 04/15/1999

4. PROJECT NAME: 04-004-071-0-0000 04

5. PROJECT COVERED BY THE CONTRACT FROM 04/15/1999 TO 04/15/1999

6. ADDITIONAL PROJECT INFORMATION

7. CONTRACT VALUE: \$0.00

8. TOTAL TO DATE: \$0.00

9. TOTAL TO DATE: \$0.00

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100. TOTAL TO DATE: \$0.00

Sending Payment to CEFMS

With the Progress Payment completed, you are ready to send it to **CEFMS** for signature and payment to the Contractor. Push the Send to CEFMS button to begin.

The screenshot displays three overlapping windows from the RMS for Windows application:

- Progress Payment** (Background):
 - Buttons: Process Payment, Requested Earnings, Allowed Earnings, ENG Form 93, Print ENG Form 93, **Send to CEFMS** (highlighted with a red arrow), Change Payment Priority.
 - Fields: Pay Estimate No (0003), Pay Period From (02/03/1999) Thru (04/15/1999), Payment Terms (14 Days), Invoice Dated (04/15/1999), Received (04/15/1999).
 - Table:
- CEFMS Pay Estimate Upload** (Middle):
 - Text: Do you want to upload pay estimate to CEFMS ?
 - Buttons: Yes (with green checkmark), Cancel (with red X).
- Database Login** (Foreground):
 - Text: Enter your user id and password to login to the CEFMS Oracle Database
 - Fields: User ID, Password
 - Buttons: OK (with green checkmark), Cancel (with red X)

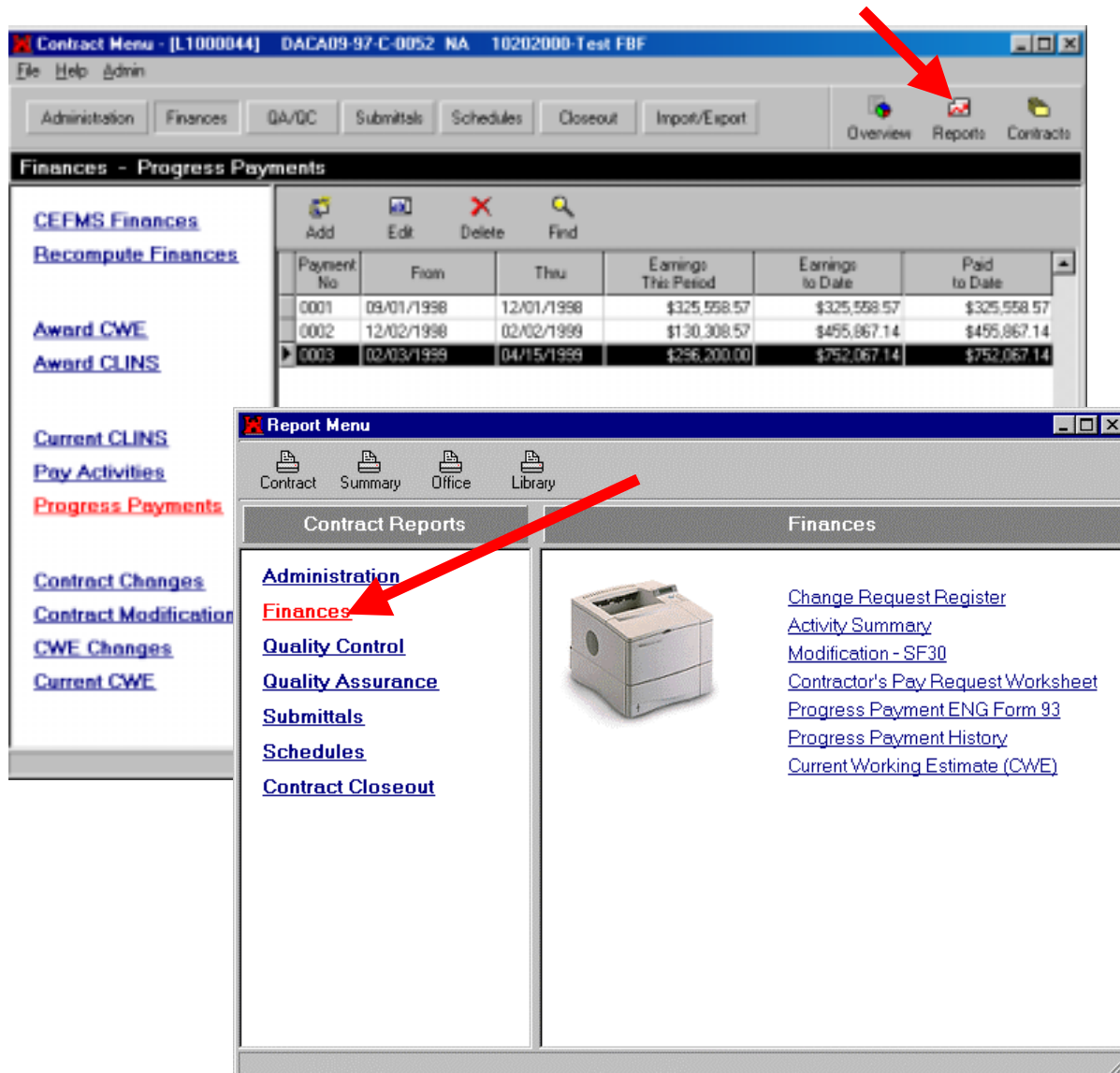
The Send to CEFMS button will present a screen to ask you if you want to upload the pay estimate to CEFMS. If you choose Yes, RMS will log into CEFMS and ask you for your User Name and Password. The rest will be automatic and the payment will be placed into CEFMS for approval.

CEFMS Procedures:

1. After downloading the Pay Estimate, as explained above, and accessing CEFMS, select Financial Management Functions.
2. Select Interfaces
3. Select RMS Interface
4. Select View/Update Pay Estimate L1 Errors – This is a temporary database location. Query the specific obligation (contract), the <F10> to get out.
5. Select Transfer Progress Payment – You are transferring the Pay Estimate to the CEFMS Database. Hit the OKAY button, and then wait. An “error messages” screen pops up – just <F10> to close it.
6. Select View Pay Estimate – Make any adjustments. Make adjustments in the Process Payments screen. “Save” will populate the creator block.
7. Progress Payments – Signatures and printout forms. (This option is actually called PROCESS Payments)

8. Reports for Payments

Reports may be accessed from the **Contract Menu**. Push the **Reports** button and select **Finances** on the next screen. It is suggested that the various **Reports** available from the Report Explorer be printed out and filed with the Contract files. Reports for all Progress Payments can be found via the Report Explorer shown below.



You are now complete with the Progress Payment process.